

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Child Protection Team Contract Renewal

DEPARTMENT: Community Services

DIVISION: Administration - Community Services

AUTHORIZED BY: Michele Saunders

CONTACT: Pamela Martin

EXT: 2302

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Agreement between Seminole County and Kids House of Seminole, Inc. for the Child Protection Team to provide medical examinations.

County-wide

Michele Saunders

BACKGROUND:

Pursuant to Section 39.304(5), Florida Statutes, Florida counties are mandated to pay for the initial cost of medical examinations for children allegedly abused, abandoned, or neglected.

On January 1, 2006, Kids House of Seminole, Inc. was designated by the State of Florida Department of Health as the Child Protection Team for Seminole County and has since been providing medical examinations to children who have allegedly been abused, abandoned, and/or neglected.

The attached multi-year Agreement established a per exam rate in the amount of \$175.00 for the Child Protection Team to provide medical examinations.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the Agreement between Seminole County and Kids House of Seminole, Inc. for the Child Protection Team to provide medical examinations.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:

☒ County Attorney Review (Ann Colby)

AMENDMENT AND RENEWAL TO CHILD PROTECTION TEAM SERVICES AGREEMENT

THIS AMENDMENT and RENEWAL is to that certain Agreement made and entered into on September 5, 2008, by and between **KIDS HOUSE OF SEMINOLE, INC.**, a Florida non profit corporation, whose address is 5467 North Ronald Reagan Boulevard, Sanford, Florida 32773, hereinafter referred to as "KIDS HOUSE" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY and KIDS HOUSE entered into the above-referenced Agreement on September 5, 2008, to retain the services of a competent and qualified child protection team to provide medical assessment services in Seminole County, pursuant to Chapter 39, Florida Statutes; and

WHEREAS, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 16(b) of the Agreement provides that any amendments shall be valid only expressed in writing and duly signed by the parties; and

WHEREAS, the parties desire to renew the Agreement as herein amended so as to enable both parties to continue to enjoy the mutual benefits it provides,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agreed amend the referenced Agreement by amending Sections 2, 3, 6 and 14 follows:

1. Section 2 of the Agreement is amended to read:

SECTION 2. FEE COMPENSATION AND PAYMENT.

(a) The COUNTY agrees to compensate KIDS HOUSE for the professional services required pursuant to this Agreement a fee in the amount of ONE HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS (\$175.00) per case. KIDS HOUSE shall perform all work required by the Scope of Services but, in no event, shall KIDS HOUSE be paid more than the fee amount, as stated above.

(b) Payments shall be made to KIDS HOUSE when requested as work progresses for services furnished, but not more than once monthly. KIDS HOUSE may invoice amount due based on the total required services actually performed and completed.

2. Section 3 of the Agreement is amended to read:

SECTION 3. BILLING AND PAYMENT. The COUNTY hereby agrees to provide financial assistance to KIDS HOUSE up to a maximum sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS (\$175.00) per case for all services provided hereunder by KIDS HOUSE during the term of this Agreement. Said sum is payable in monthly installments upon:

(a) Receipt by the COUNTY of a payment request. Such request for payment shall only be for services specifically provided for herein; and

(b) Verification by the Manager of the COUNTY's Community Assistance Division that the services for which reimbursement is sought are in accordance with services provided as described in Exhibit "A" and that KIDS HOUSE has complied with the reporting requirements contained hereinafter.

(c) Payment requests shall be sent to:

Original and one copy to:

Program Manager
Seminole County Community Assistance Division
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

(d) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper payment request from KIDS HOUSE.

3. Section 6 of the Agreement is amended to read:

SECTION 6. AUDIT. KIDS HOUSE shall submit to the COUNTY an audit report for the term of this Agreement on or before December 31, 2010, or within ninety (90) days following the termination of this Agreement, whichever occurs earlier.

4. Section 14 of the Agreement is amended to read:

SECTION 14. INSURANCE.

(a) General. KIDS HOUSE shall at KIDS HOUSE's own cost, procure the insurance required under this Section.

(1) KIDS HOUSE shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability and Commercial General Liability). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by KIDS HOUSE, KIDS HOUSE shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or

replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

In lieu of the statement on the Certificate, KIDS HOUSE shall, at the option of the COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, KIDS HOUSE shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the COUNTY nor failure to disapprove the insurance furnished by KIDS HOUSE shall relieve KIDS HOUSE of KIDS HOUSE's full responsibility for performance of any obligation including KIDS HOUSE's indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies

authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, shall have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 624.4621, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, KIDS HOUSE shall, as soon as KIDS HOUSE has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as KIDS HOUSE has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, KIDS HOUSE shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of KIDS HOUSE, KIDS HOUSE shall, at KIDS HOUSE's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by KIDS HOUSE and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) KIDS HOUSE's insurance shall cover KIDS HOUSE for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. KIDS HOUSE will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both KIDS HOUSE and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$100,000.00	(Each Accident)
\$100,000.00	(Disease-Policy Limit)
\$100,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) KIDS HOUSE's insurance shall cover KIDS HOUSE for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by

the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by KIDS HOUSE (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

LIMITS

General Aggregate	\$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$500,000.00
Each Occurrence Limit	\$500,000.00

(3) Professional Liability Insurance. KIDS HOUSE shall carry limits of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00).

(d) Coverage. The insurance provided by KIDS HOUSE pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY'S officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of KIDS HOUSE.

(e) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve KIDS HOUSE, its employees or agents of

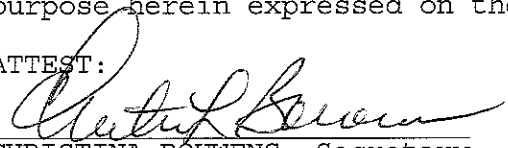
liability from any obligation under a Section or any other portions of this Agreement.

5. Exhibit A of the Agreement is deleted and Exhibit A-1 attached hereto is substituted therefor.

6. The Agreement is hereby renewed for the term of one (1) year from October 1, 2009, through September 30, 2010, unless terminated earlier as provided for therein.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purpose herein expressed on the day and year first above written.

ATTEST:


CHRISTINA BOUWENS, Secretary

(CORPORATE SEAL)

KIDS HOUSE OF SEMINOLE, INC.

By:

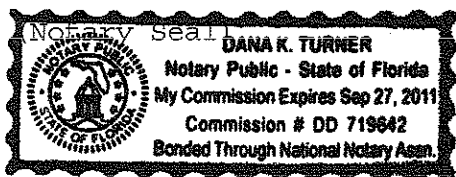

DENNY BOWMAN, Chairman

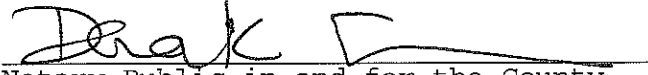
Date:

9-28-09

STATE OF FLORIDA)
)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that, on this 28 day of September, 2009, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared DENNY BOWMAN and CHRISTINA BOUWENS, as Chairman and Secretary, respectively, of KIDS HOUSE OF SEMINOLE, INC., a non profit corporation organized under the laws of the State of Florida, who are ☒ personally known to me or ☐ who have produced _____ as identification and did take an oath. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.




Notary Public in and for the County
and State Aforementioned

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ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BOB DALLARI, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by the Board
of County Commissioners at its _____,
2009, regular meeting.

County Attorney

SED/dre/lpk
09/02/09 9/16/09

Attachment

Exhibit A-1 - Service and Cost Proposal

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EXHIBIT A: SERVICE & COST PROPOSAL

AGENCY NAME: Kids House of Seminole
AGENCY ADDRESS: 5467 North Ronald Reagan Boulevard
Sanford, FL 32773
PRESIDENT/DIRECTOR NAME: Nancy Crawford
AGENCY PHONE NUMBER: (407) 324-3036
AGENCY FAX NUMBER: (407)302-4495
AGENCY E-MAIL: www.kidshouse.org
PRESIDENT/DIRECTOR E-MAIL: Crawford@kidshouse.org

The above agency will provide the following services for the residents of Seminole County:

- I. List the service(s) you plan to provide with Seminole County funds.

Service*	Description (Define a unit of service)
Medical Examinations	The initial cost of the medical examination and any necessary medical procedures to make a diagnosis to determine if a child has been physically abused, abandoned or neglected.

- II. How many of each of the above stated service(s) is the County being asked to fund over the contract term?

Service*	Number of County funded units
Medical Examinations	An estimated 180 medical diagnostic examinations per year.

- III. What is the cost of providing each of the service(s) defined in question (I.)?

Service*	Unit Cost (If unit cost is greater than \$5.00, round to the nearest dollar.)
Medical Examinations	\$175 per medical examination to assess the allegedly abused, abandoned, or neglected child.

- IV. How did you determine the unit cost defined in question (III.)?

Service*	How Unit Cost determined
Medical Examinations	The cost was derived and an average was determined from research gathered from various county agencies throughout the State of Florida who are mandated to provide the same service.